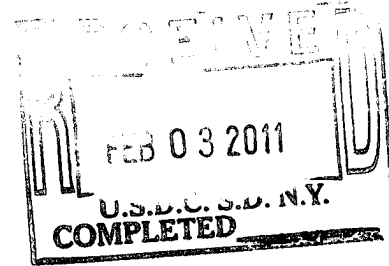


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HILL RIVKINS LLP
45 Broadway, Suite 1500
New York, NY 10006
(212) 669-0600
Attorneys for Plaintiff



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MILLENIUM INORGANIC CHEMICALS, INC.,
CNA INSURANCE CO., LTD.,
M/S ENGEES, N.V., and SUEINDER BIRBHAJAN

CASE NUMBER

Plaintiffs,

- against -

COMPLAINT

MEDITERRANEAN SHIPPING COMPANY
S.A. MEDITERRANEAN SHIPPING
COMPANY (USA), INC., and BERNUTH
LINES, LTD.

Defendants.

-----X

The plaintiffs herein, by their attorneys, Hill Rivkins LLP, complaining of the above-named defendants, allege upon information and belief as follows:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. 1333 in that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At and during all the times hereinafter mentioned, plaintiffs had and now have the legal status and offices/places of business stated in Schedule A hereto annexed and by this reference made a part hereof.

THIRD: At and during all times hereinafter mentioned, defendants had and now have the legal status and office and place of business stated in Schedule A, and now are engaged in business as common carriers of merchandise by water for hire.

FOURTH: On or about the dates and at the ports of shipment stated in Schedule A, there was delivered to the defendants in good order and condition the shipments described in Schedule A, which the said defendants received, accepted and agreed to transport by sea for certain consideration to the port(s) of destination stated in Schedule A, for which ocean bills of lading were issued.

FIFTH: Each of the shipments referenced in Paragraph Fourth and Schedule A was, at or about the dates of issue of the respective bills of lading, loaded on board the M/V ANGELN, which while en route to the port of destination sank, causing a total loss to the shipments.

SIXTH: By reason of the premises, the above-named defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

SEVENTH: By reason of the premises, the above-named defendants breached, failed, and violated their contractual duties and obligations to plaintiff.

EIGHTH: Plaintiffs were the shippers, consignees, owners, and/or insurers of the shipments as described in Schedule A, and bring this action on their own behalf and, as agents and trustees, on behalf of and for the interests of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

NINTH: Plaintiffs have performed all duties and obligations on their part to be performed.

TENTH: By reason of the premises, plaintiffs have sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amounts as follows:

Millenium Inorganic Chemicals, Inc. and CNA Insurance Co., Ltd.: \$101,200;
M/S Engees, N.V.: \$25,820.50;
Sueinder Birbhajan: \$11,300.


WHEREFORE, plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against the defendants.
2. That if the defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this complaint, with interest and costs.
3. That a decree be entered in favor of plaintiffs against defendants and the vessel for the amount of plaintiffs' damages, together with interest and costs.
4. Plaintiffs further pray for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York
February 2, 2011

HILL RIVKINS LLP
Attorneys for Plaintiff

By:


John V. Sullivan
45 Broadway, Suite 1500
New York, N.Y. 10006
Tel.: (212) 669-0600
e-mail: jsullivan@hillrivkins.com

SCHEDULE A

Plaintiffs' legal status and place of business:

Millenium Inorganic Chemicals, Inc., is a corporation with an office and place of business at 20 Wight Avenue, Suite 100, Hunt Valley, MO 21030.

CNA Insurance Co., Ltd.: is a foreign corporation, with an office and place of business at 1st Floor, 2 Minster Court, Mincing Lane, London EC3R 7BB, United Kingdom

M/S Engees, N.V. is a foreign corporation, with an office and place of business in Suriname.

Sueinder Birbhajan, is an individual and/or sole proprietor with a place of business at Dr. Axwijkstraat #73, Rinville, Paramaribo, Suriname.

Defendants' legal status and place of business:

Mediterranean Shipping Company S.A. is a corporation or other business entity with offices and place of business at 40, Avenue Eugene-Pittard, CH. 1206, Geneva, Switzerland.

Mediterranean Shipping Company (USA), Inc., is a corporation or other business entity with offices and place of business at 420 5th Avenue, New York, New York 10018.

Bernuth Lines Ltd. is a corporation with an office and place of business at 3201 N.W. 24th Street, Miami, Florida.

Shipment 1 (Millenium/CNA)

Date of Shipment:	31 January 2010
Place of Receipt:	Baltimore, MD
Port of Loading:	Baltimore, MD
Port of Discharge:	Georgetown, Guyana
Shipper:	Millenium Inorganic Chemicals, Inc.
Consignee:	Torginol Paints, Inc.
Notify:	Torginol Paints, Inc.
Description of Shipment:	Tiona 598 titanium dioxide
Nature of Loss or Damage:	Non-delivery
Bill of Lading No.:	MSCULB571200

Shipment 2 (M/S Engees, N.V.)

Date of Shipment:	6 January 2010
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Place of Receipt:	Port Jawaharlal Nehru, India
Port of Loading:	Port Jawaharlal Nehru, India
Port of Discharge:	Paramaribo, Suriname
Shipper:	Prima Plastics, Ltd.
Consignee:	M/S Engees, N.V.
Notify:	M/S Engees, N.V.
Description of Shipment:	Plastic tables and chairs
Nature of Loss or Damage:	Non-delivery
Bill of Lading No.:	MSCUM2064246

Shipment 3 (Sueinder Birbhajan)

Date of Shipment:	3 December 2009
Place of Receipt:	Oakland, CA
Port of Loading:	Oakland, CA
Port of Discharge:	Paramaribo, Suriname
Shipper:	West Coast Shipping, Ltd.
Consignee:	Sueinder Birbhajan
Description of Shipment:	Motor vehicles
Nature of Loss or Damage:	Non-delivery
Bill of Lading No.:	WCS2488